

**IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA**

Plaintiff: _____ ,

Vs.

Civil Action File no._____

Defendant: _____ .

AGREEMENT

This is an Agreement by and between _____ (hereinafter referred to as "Wife") and _____ (hereinafter referred to as "Husband").

WITNESSETH

WHEREAS, the parties are married but are currently living in a bona fide state of separation; and

WHEREAS, there has/have been ___ child(ren) born as issue of the marriage, to wit:
_____;

WHEREAS, the parties desire to settle between themselves all questions of division of property, child custody, visitation, child support, alimony, and all other rights and obligations arising out of their marital relationship;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

The parties shall continue to live separate and apart and each shall be free from interference, molestation, authority and control, direct or indirect, by the other, as fully as if sole and unmarried, and each may reside at such place or places as he or she may select.

2.

(Check a, b, or c)

- ☐ a) There are no minor children of the marriage.
- ☐ b) The Husband/Wife shall have the temporary and permanent custody of the minor child(ren) born as issue of the marriage.
- ☐ c) The Husband and Wife shall have joint legal custody of the minor children with the primary physical custodian having ultimate decision making authority. Physical custody of the minor child(ren) shall be as follows:

The _____ shall be the primary physical custodian. *(Describe below the time period during which the children shall live with the primary physical custodian)*
_____ .

The _____ shall be the secondary physical custodian. *(Describe below the period during which the children shall live with the secondary physical custodian.)*
_____ .

3.

The Husband/Wife shall have the right of visitation with the minor child(ren) as follows:

or

as set out in the Visitation Schedule attached hereto and incorporated herein.

4.

The parties agree that the welfare of the child(ren) is of paramount importance and each agrees to foster and encourage a feeling of affection between themselves and the child(ren). Neither party shall do anything to hamper the natural development of the child(ren)'s love and respect for the other party.

5.

a) The Husband/Wife shall pay to the Husband/Wife, as and for the support of the minor child(ren), the sum of _____ Dollars per week/bi-weekly/semi-monthly/monthly, per child for a total of _____ Dollars to be paid per week/bi-weekly/semi-monthly/monthly, and continuing per week/bi-weekly/semi-monthly/monthly thereafter until the child reaches the age of eighteen, or so long as the child is enrolled in and attending secondary school not to exceed age 20, marries, dies or becomes otherwise emancipated, and the child support obligation shall be reduced accordingly.

b) The gross monthly income of the father is _____.

c) The gross monthly income of the mother is _____.

(Check box (d) or box (e). If you check box (e) check any special factors that apply)

☐ d) No special circumstances exist, or

☐ e) The following special circumstances exist and check those applicable:

☐ 1) Ages of the children.

☐ 2) A child's extraordinary medical costs or needs in addition to accident and sickness insurance, provided that all such costs or needs shall be considered if no insurance is available.

☐ 3) Educational costs.

☐ 4) Day-care costs.

☐ 5) Shared physical custody arrangements, including extended visitation. A party's other support obligations to another household.

☐ 6) Income that should be imputed to a party because of suppression of income.

☐ 7) In-kind income for the self-employed, such as reimbursed meals or a company car.

- ☐ 8) Other support a party is providing or will be providing, such as payment of a mortgage.
- ☐ 10) A party's own extraordinary needs, such as medical expenses.
- ☐ 11) Extreme economic circumstances including but not limited to: (*check a or b*)
 - ☐ a. Unusually high debt structure; or
 - ☐ b. Unusually high income of either party or both parties, which shall be construed as individual.
- ☐ 12) Historical spending in the family for children which varies significantly from the percentage table.
- ☐ 13) Considerations of the economic cost-of-living factors of the community of each party, as determined by the trier of the fact.
- ☐ 14) In-kind contribution of either parent.
- ☐ 15) The income of the custodial parent.
- ☐ 16) The cost of accident and sickness insurance coverage for dependent
- ☐ 17) Extraordinary travel expenses to exercise visitation or shared physical
- ☐ 18) Any other factor which the trier of fact deems to be required by the ends of justice, as described below:
- ☐ e) All payments of child support shall be paid as follows: (*Check 1, 2, 3, or 4.*)
 - ☐ 1. Directly to Wife/Husband at the following Address: _____.
 - ☐ 2. Income Deduction Order
(*The law requires that employers pay child support deducted pursuant to an income deduction to the Family Support Registry. See IDO packet for more information.*)
 - ☐ 3. Child Support Enforcement (if the custodial parent receives TANF) Case No. _____.
 - ☐ 4. Other: (*Describe payment method*)_____.

6.

(Check a or b if there are minor children)

- ☐ a) The Husband/Wife shall maintain a policy of medical, dental and hospitalization insurance for the benefit of the minor child(ren) for so long as the child support obligation set forth herein exists. Costs not covered under the insurance policy shall be provided as follows:
_____.

- ☐ b) The Husband/Wife shall provide the Husband/Wife with an insurance identification card or such other acceptable proof of insurance coverage and shall cooperate with the _____ in submitting claims under the policy.

7.

(Check a or b)

- ☐ a) The Husband/Wife shall pay to the Husband/Wife as alimony, the sum of _____ Dollars per _____ to be paid _____, beginning on _____ day of _____, and continuing _____ thereafter until the Husband/Wife remarries or dies.

- ☐ b) The parties hereby expressly waive alimony for past, present and future.

8.

(Check a or b)

- ☐ a) The parties acknowledge that they have previously made a division of their household furniture, furnishings, household goods, equipment and other such personalty. Neither party shall claim any of the property in the possession of the other as of the date of the signing of this agreement.

- ☐ b) The parties acknowledge that they possess various items of jointly owned property, which shall be divided as follows:

_____.

9.

(Check a or b)

- ☐ a) The parties acknowledge that they have no outstanding joint debts.

- ☐ b) The parties acknowledge they have the following joint debts: _____.

The Husband shall be responsible for
the _____ and holds the Wife harmless for any
collections on those obligations. The Wife shall be responsible
for _____ and holds the Husband harmless for any
collection on those obligations.

10.

The parties acknowledge that they have entered into this Agreement freely and voluntarily and that it is not the result of any duress or any undue influence.

11.

The Agreement constitutes the entire understanding of the parties. There are no representations, warranties, covenants, or undertaking other than those expressly set forth herein.

12.

It is expressly understood that this Agreement does not obligate the parties to continue to live in a state of separation. In the event that either party shall bring or maintain an action for separate maintenance, this Agreement shall be presented to the court and incorporated by reference into any judgment or decree concerning the matters provided herein. Notwithstanding such incorporation, this Agreement shall survive and be enforceable independently of the judgment or decree.

IN WITNESS WHEREOF, the parties have signed their names, this _____
day of _____, _____ as to the Wife and this _____ day of _____
_____, _____ as to the Husband.

Wife

Sworn to and Subscribed before me

this the _____ day of _____, _____.

NOTARY PUBLIC
(Notary Seal)

Husband

Sworn to and Subscribed before me

this the _____ day of _____, _____.

NOTARY PUBLIC
(Notary Seal)